

REMARKS

1. Applicant thanks the Examiner for the Examiner's comments, which have greatly assisted Applicant in responding.

2. It should be appreciated that Applicant has elected to amend the Claims solely for the purpose of expediting the patent application process in a manner consistent with the PTO's Patent Business Goals, 65 Fed. Reg. 54603 (9/8/00). In making such amendment, Applicant has not and does not in any way narrow the scope of protection to which Applicant considers the invention herein to be entitled. Rather, Applicant reserves Applicant's right to pursue such protection at a later point in time and merely seeks to pursue protection for the subject matter presented in this submission.

3. **35 U.S.C. §112, second paragraph.** The Examiner rejected Claims 1-68 as being indefinite for failing to particularly point out and distinctly claim the subject matter, which Application regards as the invention, and specifically said that the claims all recite a DDA element in the newly claimed message unit architecture limitation.

Applicant has amended Claims 1 and 35 to further clarify the invention. Applicant is of the opinion that Claims 1 and 35, and the respective dependent claims, are in allowable condition. Accordingly, Applicant respectfully requests that the Examiner withdraw the rejection.

4. **35 U.S.C. §103(a).**

(a) The Examiner has rejected Claims 1-9, 11-13, 16-23, 25-43, 45-47, 50-57, and 50-68 under 35 U.S.C. §103(a) as being unpatentable over Kravitz and Gopinathan *et al* (Gopinathan) in view of Utility Industry Group Implementation Standard for Electronic Data Exchange, hereinafter, Standard.

Applicant respectfully disagrees.

Claim 35 (1)

- 5 Applicant respectfully emphasizes to the Examiner that Kravitz and the claimed invention are based on two completely different technologies. Kravitz teaches a process which guarantees merchant payment wherein a consumer pre-registers with a certifying agent. The targeted merchant must also be registered with such agent. Such agent is an intermediary between a customer and a merchant, specifically assuring the
10 merchant that payment is made.

- In stark contrast, the claimed invention provides integrated features which provide a solution to the merchant and which enable the merchant to process payments electronically. Only the merchant need be registered in system payment processing
15 system. A customer interfaces with the merchant, not an intermediary or agent. The process taught by Kravitz is initiated by the customer, wherein the payment process of the claimed invention is initiated by the merchant. Kravitz teaches payment assurance, while claimed invention provides for the merchant to perform payment processing by directly interfacing with ACH and FDMS by appropriately formatted input and output
20 data.

Applicant has amended Claim 35 (1) to further clarify the invention as follows hereinbelow and, again, thanks the Examiner for the Examiner's comments.

- 25 Applicant has incorporated a portion of Claim 36 (2) into Claim 35 (1), and has changed 'customer' to 'merchant' in relevant dependent claims.

Support can be found in Fig. 1 and in the Specification as follows(emphasis added):

- 30 (On page 17, lines 19-21)
In the case of seller initiated refunds, the merchant can process a seller refund and subsequent ACH credit to the buyer through a message unit interface to the decision engine.
- 35 (On page 21, lines 11-13)

In the preferred embodiment, the accepted transactions from the seller disbursement file are reformatted into NACHA format and the file is submitted to the proprietary ACH system of the claimed invention.

5 (On page 22, lines 8-9)

The information sent from the partner is taken and an FDMS formatted settlement file is created.

10 Accordingly, Applicant is of the opinion that Claim 35 (1) and the dependent claims are allowable, because not all features of the claimed invention are taught, suggested, or contemplated in the prior art of record alone or in combination. Therefore, Applicant respectfully requests that the Examiner withdraw the rejection under 35 U.S.C. §103(a).

15 (b) The Examiner has rejected Claims 14, 15, 48, and 49 under 35 U.S.C. §103(a) as being unpatentable over Kravitz and Gopinathan in view of Blazing A Trail in Point of Sale Transaction.

20 The rejection of Claims 14 and 48 is deemed moot in view of Applicant's remarks regarding Claims 1 and 35 above. Claims 14 and 48 are dependent upon independent Claims 1 and 35, respectively, which are in allowable condition. Claims 15 and 49 are dependent of Claims 14 and 48, respectively. Therefore, Applicant respectfully requests that the Examiner withdraw the rejection under 35 U.S.C. §103(a).

25 (c) The Examiner has rejected Claims 10, 24, 44 and 58 under 35 U.S.C. §103(a) as being unpatentable over Kravitz and Gopinathan in view Hiltz et al (Hiltz).

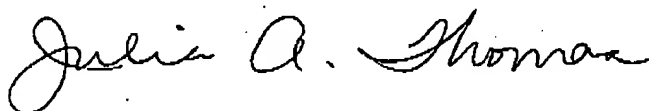
30 The rejection of Claims 10, 24, 44 and 58 is deemed moot in view of Applicant's remarks regarding Claims 1 and 35 above. Claims 10, 24, 44 and 58 are dependent upon independent Claims 1 and 35, respectively, which are in allowable condition. Therefore, Applicant respectfully requests that the Examiner withdraw the rejection under 35 U.S.C. §103(a).

CONCLUSION

5 Based on the foregoing, Applicant considers the present invention to be distinguished
from the art of record. Accordingly, Applicant earnestly solicits the Examiner's
withdrawal of the rejections raised in the above referenced Office Action, such that a
Notice of Allowance is forwarded to Applicant, and the present application is therefore
allowed to issue as a United States patent. The Examiner is invited to call to discuss
the response. The Commissioner is hereby authorized to charge any additional fees
10 due or credit any overpayment to Deposit Account No. 07-1445.

Respectfully Submitted,

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